

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

FEB 13 2004

Michael N. Milby, Clerk of Court

CGEA ONYX S.A.

v.

JOHN SLOCUM

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§

C.A. NO. H-04-0093

**AGREED ORDER GRANTING MOTION TO STAY PENDING ARBITRATION**

Before the Court is the Defendant John Slocum's Motion to Stay Pending Arbitration pursuant to 9 U.S.C. sections 3 and 208, and the Joint Motion for Stay submitted by Plaintiff and Defendant. Based on these Motions, the Court concludes as follows:

1. This action involves claims arising from or related to an arbitration agreement contained in the Stock Purchase Agreement entered into between Plaintiff CGEA Onyx, S.A. and Defendant John Slocum's employer, Waste Management, Inc.;

2. The arbitration agreement contained in the Stock Purchase Agreement is an agreement for international arbitration that is subject to the provisions of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958 (the "New York Convention"), and 9 U.S.C. §§ 201 et seq.;

3. The Stock Purchase Agreement involves commerce within the meaning of Sections 1 and 2 of the Federal Arbitration Act. *See* 9 U.S.C. §§ 1, 2;

4. The Stock Purchase Agreement provides that any controversies that arise from or relate to the Stock Purchase Agreement should be determined by arbitration;

5. Defendant John Slocum is not in default in proceeding with arbitration; and

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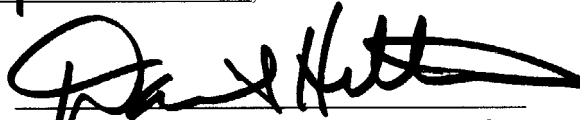
6. An arbitration under the Stock Purchase Agreement styled *CGEA Onyx, S.A. et al. v. Waste Management, Inc., et al.*, ICC Case No. 12,124/JNK (the "Arbitration") is currently pending.

The Court therefore has the statutory authority to stay this case pending the resolution of the Arbitration. The parties have agreed that the Court should exercise this power and grant Defendant John Slocum's motion to have this Court stay proceedings in this case pursuant to Section 3 of the Federal Arbitration Act. *See* 9 U.S.C. § 3. It is therefore

ORDERED that Defendant's Motion to Stay Pending Arbitration is GRANTED. The case is hereby STAYED pending the resolution of the Arbitration.

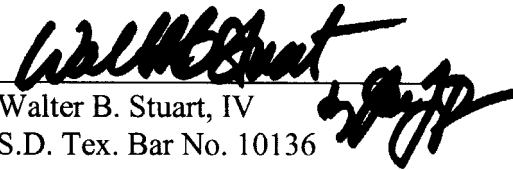
It is further ORDERED that this stay is without prejudice to Defendant's right to assert his Motions to Dismiss and Plaintiff's right to contest said motions upon conclusion of the Arbitration and proof of same to the Court.

SIGNED on this 12 day of Feb, 2004.

  
UNITED STATES DISTRICT JUDGE



**AGREED:**

  
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**AGREED:**

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